

**NON-DISCLOSURE CONFIDENTIALITY AGREEMENT**

This Agreement entered into this 11th day of October 1999, (the "Effective Date"), by and between NewEnergy East, (including but not limited to any current, or future, direct or indirect subsidiaries, joint ventures, affiliates or sub-contractors), having its place of business at 1350 Avenue of the Americas, New York, New York ("NEE"), and Powerweb Technologies, Inc., a New Jersey corporation, having its principal place of business at 655 Niblick Lane, Wallingford, PA 19086 ("PWT").

**W I T N E S S E T H**

WHEREAS, Powerweb Technologies is the legal owner of a number of energy sensing and energy reduction inventions comprised of gas sensing technologies, electronic metering devices, electricity control devices, and electricity consumption devices; and

WHEREAS, Powerweb Technologies is also the legal owner of a patented integrated translation software system (Omni-Link®) which is utilized for energy information transfer, energy procurement, and facility based monitoring. Omni-Link® is comprised of digital sensors, networking communication protocol, computer server configurations, and a graphical machine-man interface; and

WHEREAS, Powerweb is also the developer of custom "stand-by generation" capacity credit programs which utilize the above mentioned technologies to sell back capacity on the open market as well as leverage energy procurement in deregulated electricity territories;

WHEREAS, all of these above mentioned technologies, inventions, and energy resale strategies are collectively known as "Energy Technology"; and

WHEREAS, NEE and its affiliates, respective employees, subcontractors, directors, agents, representatives and consultants (collectively, "Representatives") wish to investigate the possibility of pre-purchasing products and services from PWT to distribute, sell and possibly install the "Energy Technology" to regional telecommunication companies, specifically Bell Atlantic under an exclusive agreement; and

WHEREAS, NEE and its Representatives wish to review PWT corporate sales strategies, contracts, proposed licensing agreements, drawings, proposals, software patents, installation manuals, technical specifications, electrical diagrams, prototypes, or the like comprising of the Energy Technology for the sole purpose of deciding whether to pre-purchase products and services to sell and distribute these Energy Technology to Bell Atlantic, a regional telecommunication company.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the parties, and intending to be legally bound, the parties covenant and agree as follows:

1. Upon execution of this Agreement, a confidential relationship shall arise between PWT and NEE and their Representatives, NEE and their Representatives agrees to hold the "Energy Technology" Information in confidence and not to disclose the same to anyone, also NEE and their Representatives further agrees to not use any "Energy Technology" information for any purpose, unless and until PWT offers a written agreement authorizing NEE and their Representatives to use the "Energy Technology" information.

2. NEE and its Representatives shall use all reasonable efforts to preserve the Confidentiality of the "Energy Technology" Information. Confidentiality shall not apply to information already in the public domain, or common knowledge.

3. It is understood and agreed that PWT discloses the "Energy Technology" Information to NEE and its Representatives solely for the purpose of determining the merit of pre-purchasing products and services for distribution, sales and installation of the "Energy Technology" in accordance to an exclusive agreement and offers no right, title or interest in the "Energy Technology".

4. If it is determined by either party hereto that a pre-purchase agreement for products and services relative to the "Energy Technology" Information cannot be successfully executed, then NEE and its Representatives shall promptly upon demand return to PWT all "Energy Technology" Information and all drawings, sketches, electrical diagrams, prototypes and the like related thereto. The return of these materials shall not affect the continued obligation of NEE and its Representatives to treat such materials and the "Energy Technology", and not to use the same for any purpose whatsoever.

5. NEE and its Representatives hereby indemnifies and holds PWT harmless against any damage, loss or liability (including reasonable attorney fees) suffered by PWT as a result of any breach of this Agreement.

6. It is mutually understood that nothing herein shall be construed as granting or implying any right under any Letters Patent or License, or as permitting NEE and its Representatives to obtain the right to use information which becomes publicly known through an improper act or omission on the part of NEE and its Representatives.

7. This Agreement is not assignable by NEE and its Representatives without prior written consent of PWT.

8. NEE and its Representatives agree that the damages suffered by PWT upon any breach of this Agreement would be immediate and irreparably and that money damages will not provide any adequate remedy for such breach. Accordingly, in the event of any such breach, PWT shall, in addition to any other rights, be entitled to preliminary and permanent injunctive relief.

9. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.

10. The term of this Agreement shall begin of the Effective Date and shall continue for ten (10) years.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

Accepted and Agreed To By The Parties:

NEE

NEWENERGY EAST

By: 

Name: David I. McGeown, PE

Title: Director of Energy Services

Date: October 26, 1999

Powerweb

POWERWEB TECHNOLOGIES, INC.

By: 

Name: Lothar E.S. Budike, Jr.

Title: President

Date: 10/11/99

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